

2023-24 Negotiated Agreement

between

**The White River School District 47-1
Board of Education**

and

The White River Educational Support Personnel

Article I - Recognition/Representation

Pursuant to the provisions of SDCL 3-18 the Board of Education, hereinafter referred to as the “Board,” recognizes the White River Educational Support Personnel, hereinafter referred to as “White River ESP”, as the sole and exclusive representative for all non-certified staff members in the White River School District.

Groups represented under this agreement include all 12-month, 10-month and 9-month employees that are not certified.

Article II – Negotiations

A written request for the annual negotiations to begin shall be received by the Chairman of the Board of Education or by the White River ESP President on or before March 1st. A mutually convenient time and place for negotiations to take place shall be established by the Superintendent and the President of the White River ESP.

Article III – Leaves

Section 1: Sick Leave (Amended 2010-2011, 2011-12)

A. New Hires: All new hires shall have a 30-day probation period during which no pay for sick leave will be paid.

12-month employees: Starting with the 2nd month of employment, sick leave will be accumulated at the rate of 12 hours per month until a total of 96 hours are accumulated. Starting with the 3rd month, sick leave can be used up to the amount that has been accumulated.

10-month employees: Starting with the 2nd month of employment, sick leave will be accumulated at the rate of 12 hours per month until a total of 80 hours are accumulated. Starting with the 3rd month, sick leave can be used up to the amount that has been accumulated.

9-month employees: Starting with the 2nd month of employment, sick leave will be accumulated at the rate of 12 hours per month until a total of 72 hours are accumulated. Starting with the 3rd month, sick leave can be used up to the amount that has been accumulated.

B. Employees beyond the first year of employment:

12-month employees are provided with 96 paid sick leave hours per year. Starting with hours earned in the second year of continuous employment, all 12-month employees may accumulate sick leave up to a maximum of 480 hours.

10-month employees are provided with 80 paid sick leave hours per year. Starting with hours earned in the second year of continuous employment, sick leave may be accumulated to a maximum of 400 hours.

9- month full-time employees are provided with 72 paid sick leave hours per year. Starting with hours earned in the second year of continuous employment, sick leave may be accumulated to a maximum of 360 hours.

C. Sick Leave Forms: Sick leave forms shall be filed with the Superintendent or his designated representative on the day the employee returns to duty.

D. Contributing Hours: Any employee may contribute a limited number of sick leave hours to another employee, provided, however, that the recipient employee has exhausted his/her earned sick leave hours. The recipient employee may receive 50% of the total sick leave hours that they had accumulated and earned at the beginning of the current school term. For example, a 9-month employee may have had a total of 360 hours either earned for the year or accumulated from previous years. That employee would be entitled to borrow up to 184 hours from other contributing employees.

The contributing employee shall submit a signed, written statement specifying his/her contribution of sick leave hours and the name of the recipient employee to the Superintendent within five (5) working days after the recipient employee returns to duty.

E. Sick leave must be used/accumulated in thirty-minute increments. (Amended July 2008, July 2010, July 2023)

F. When a classified employee retires or resigns from the district with at least eight years of continuous employment with the district and is at least age 62 or beyond the district shall reimburse that employee for up to 80 hours of their unused accumulated sick leave at their hourly rate. (Employees who are terminated, do not fulfill their contract, or are not offered a contract to return are not eligible.) (Enacted, 2013-14)

G. SDRS Special Pay Plan- The WRSD will follow the South Dakota Retirement System Special Pay Plan regulations and procedures for sick leave payout. (Enacted 22-23)

Section 2: Personal Leave (Amended 2010-2011, 2012-13, 2014-15, 2016-17, 2022-23)

A. New Hires: All new hires shall have a 30-day probation period during which no pay for personal leave will be paid. After the probationary period, personal hours may be granted with pay if authorized beforehand by the Superintendent.

12-month employees: At the end of the 3rd, 6th, and 9th months, 8 hours of personal leave shall be credited to the employee's account totaling 24 personal hours in a year.

10-month employees: At the end of the 3rd and 6th months, 8.75 hours of personal leave shall be credited to the employee's account totaling 16 personal leave hours in a year.

9-month employees: At the end of 3 months of employment, 8.75 hours of personal leave can be used at the discretion of the employee.

B. Employees beyond the first year of employment: If authorized beforehand by the Superintendent, personal days shall be with pay.

9-month employees may use 8.75 hours per employment period,

10-month employees may use up to 17.50 hours per employment period,

12-month employees may use up to 24 hours per employment period.

Starting in the 3rd year 9-month employees may use up to 17.50 hours per employment period. Starting in the 4th year of employment 9-month employees may use 26.25 personal hours per employment period, 10-month employees may use up to 26.25 personal hours per employment period, and 12-month employees may use up to 32 personal hours per employment period. (Amended July 2007, July 2010, July 2022)

Unused personal leave will be reimbursed at the rate of \$60 a day. Payment will be made upon completion of the employment period. Reimbursement will be made at half-day increments.

Here is a chart to clarify the Personal Leave:

SECTION A	9 month	10 month	12 month
1 st year, 3 rd month	8.75 hours	8.75 hours	8 hours
1 st year, 6 th month		17.50 hours	16 hours
1 st year, 9 th month			24 hours

SECTION B	9 month	10 month	12 month
Starting in 2 nd year	8.75 hours	17.50 hours	24 hours

Starting in 3 rd year	17.50 hours	17.50 hours	24 hours
Starting in 4 th year	26.25 hours	26.25 hours	32 hours

- C. This leave shall be used for the purpose of conducting personal business which is impossible to transact on the weekends, after school hours, or during vacation time.
- D. Employees desiring to use such leave shall submit their request at least two (2) working days in advance of the anticipated absence, except in case of emergency, for approval by the superintendent or his designated representative.
- E. It is further understood that such leave shall not be granted for the first two weeks or last two weeks of the school year, nor on the first working day preceding or following a vacation period or holiday, except in the cases of emergency.
- F. Personal leave must be used in one-hour increments.
- G. Leave may be denied if a suitable substitute cannot be found.
- H. Leave may not be granted for any day in the opinion of the administration when the educational process would be unnecessarily disrupted.
- I. Personal leave will be accumulated at 8.75 hours for a regular work day for 9 and 10-month staff. 12-month staff regular work day is 8 hours.

Section 3: Jury Duty/Military Service

- A. The employee shall receive full pay from the school district for jury duty and military service. However, all pay received from such duty shall be given to the school district and deposited in the appropriate fund. Any staff member who is on authorized leave during the school term for the purpose of performing jury duty, military duty or guard duty shall receive full pay from the District for the period of such absence not to exceed 15 working days in one school year. Employees desiring to use such leave shall submit their request at least 2 working days in advance of the anticipated absence, except in cases of emergency, for approval by the Superintendent or his/her designee.

Section 4: Other Leave Policies

- A. If an employee is not at work for any reason other than sick leave or other leave that has been approved in advance, he/she will not be paid. If an employee fails to notify the school office that he/she will be absent 3 times in the contract year, the employee may be subject to termination. If the employee will not be at work at their assigned time he/she must contact their immediate supervisor or the principal of their assigned building in person or verbally with a phone call (no texting). (Amended July 2009) (Amended July 2017)

Section 5: Immediate Family

- A. The immediate family is defined as husband, wife, mother, father, brother, sister, children, aunts, uncles, grandparents, grandchildren, the parents of the employee's husband or wife, and minor children whose primary residence is with the staff member. (Amended July 2009)

Section 6: Bereavement Leave

- A. Employees will receive bereavement leave pay for one (1) day of their normal daily work hours.

Article IV – Salary and Benefits

Section 1: Salary

- A. The base pay for new hourly employees shall be \$14.50. If the School Board determined that it is necessary to attract qualified candidates for a position, the school board may open a position above the scheduled salary. The Board will determine qualified staff. The Board's decision to exceed the negotiated schedule will be communicated to the presiding officer, or designee, of the negotiated unit. (Amended July 2023)

Paraprofessionals that substitute for a teacher for at least 1 hour of the day will receive the substitute teacher rate. If the paraprofessional's regular rate is more than the substitute rate they will receive the higher rate. (Amended July 2008, 2012-13)

Paraprofessionals will be paid \$15.00 per hour for the time that they are a substitute for a teacher. They will be paid at their regular rate for their paraprofessional duties. (Amended July 2009, 2010-11, 2019-20)

The minimum starting wage for bus drivers will be \$18.75 per hour. (Enacted 2017-18) (Amended July 2022) (Amended July 2023)

The minimum starting wage for custodians will be \$16.25 per hour. (Enacted 2018-19) (Amended July 2022) (Amended July 2023)

Part-time bus drivers will be paid \$18.75 per hour (minimum of one hour per route). (Enacted 2023-24)

Section 2: Overtime/Flextime (Amended 2016-17) (Amended (21-22))

Overtime/flextime- The minimum wage rate will be raised according to the state minimum wage rate.

- A. Overtime must be approved beforehand, in writing, by the Superintendent. Time and one-half are calculated on any hours worked beyond the 40 hours actually worked within the defined workweek. Sick leave, holiday, business or vacation leave, military duty, and jury duty are not actually worked and are not considered when calculating overtime.
- B. Flex time may be arranged and granted by the Superintendent, or his designee, provided the total hours do not exceed the defined 40-hour work week.
- C. The minimum wage rate will be used for calculating the overtime weighted average for extra-curricular bus driving. An extra-curricular bus driver is defined as one who drives for an extra-curricular activity outside normal work hours. The weighted average rate of the minimum wage rate shall begin after the end of a normal 8-hour work day. (Amended July 2009, July 2019)
- D. In the event the extracurricular bus driver earns more than 40 hours of extracurricular driving and other duty time as assigned, overtime shall be calculated on a weighted average. The weighted average for hours worked beyond a 40-hour week shall never be less than 1.5 times the state minimum wage. If the overtime weighted average does not apply, the rate will be 1.5 times the state minimum wage or the bus driver's regular rate. (Amended July 2009) (Amended July 2021)

- E. For all-day, overnight activities the driver shall claim his/her regular hourly rate, not to exceed 8 hours per day.
- F. A non-certified employee also serving as an extra-curricular coach or sponsor shall be paid based on the certified employee negotiated agreement extra-curricular salary schedule. However, the basis for the non-certified employee for that contract shall be the state minimum wage. Total hours worked plus applicable overtime is not to exceed the total value of the contract. The administration shall establish a schedule for non-certified employees to ensure that the total number of hours for the contract is properly distributed through the contract period.

Section 3: School Closings/Emergency Leave

- A. When school is started late or dismissed early resulting in the interruption of the regular work day, the classified staff can use up to 20 hours of emergency bank leave. There will be no reimbursement of hours at the end of the year. Hourly wages shall not be paid if the school is closed for any reason and their usual and customary work is not needed or performed or authorized. (Amended July 2009)
- B. Community emergency volunteers may use up to 10 hours of their emergency leave provided by the district to attend a community emergency. (Enacted July 2011)
- C. If an employee is not at work at their assigned reporting time, the emergency leave will not be approved. (Enacted 2019-20)
- D. When an employee has used all 20 hours of emergency leave; personal leave or sick leave may be substituted. (Enacted July 2023)

Section 4: Holiday Pay

9-month, 10-month, and 12-month full-time employees will receive paid holidays as presented on the work calendar. All new hires shall have a 30-day probation period during which no pay for holidays will be paid. After the probationary period, holidays will be paid as presented on the work calendar. Employees will receive Holiday Pay for their normal daily work hours. (Amended July 2006, 2014-15, 2019-20)

Section 5: Vacation - 12 Month-Employees (Amended 2010-2011)

- A. 12-month employees shall be granted eighty (80) vacation hours per year with pay. These days do not accumulate. Vacation times shall be arranged and approved in advance by the Superintendent/CEO.
- B. After ten (10) years of continuous employment, 12-month employees shall be granted one hundred twenty (120) vacation hours per year with pay. Eighty (80) hours paid vacation shall be taken during the summer months and forty (40) hours paid vacation hours are to be taken, as arranged, during the school year. These hours do not accumulate. Vacation times shall be arranged and approved in advance by the Superintendent.

Section 6: Insurance

- A. Medical Insurance: The Board shall pay up to \$700.00 or the cost per individual regular employee per month whichever is less under the board adopted group policy for non-certified employees. Part time employees who average less than 30 hours per week or less are not covered unless otherwise approved by the Board. (Amended July, 2006, 2012-13, 2013-14, 2014-15, 2015-16, 2016-17, 2017-18) (Amended 21-22) (Amended 22-23)

- B. Dental Insurance: The District's payment per individual employee toward the cost of the Board adopted dental group plan shall be \$10.00 per month for a yearly total of \$120.00.

Section 7: Retirement

- A. The retirement system for non-certified employees went into effect on July 1, 1999.
- B. Any non-certified employee working more than 20 hours a week for more than six months per year is qualified to participate.
- C. All non-certified employees meeting the above criteria are required to participate in the retirement system.
- D. The contribution is 6% from the employee and 6% from the employer on based gross wages.

Article V – Grievance Procedure

GRIEVANCE PROCEDURE POLICY (Amended 2012-13)

1. DEFINITIONS:

- a. A ‘grievance’ is a claim by a Member or Members of the Bargaining Unit that there has been a violation, misinterpretation, or that inequitable application of a policy, rule or regulation of the Board as they apply to rates of pay, wages, hours of employment, or other conditions of employment.
- b. The term ‘Member or Members of the Bargaining Unit,’ except where otherwise indicated, is considered to apply to any Member of the Bargaining Unit. The term ‘Member of the Bargaining Unit’ may include a group of Members of the Bargaining Unit who are similarly affected by a grievance.
- c. An ‘aggrieved person’ is the person(s) making the claim.
- d. A ‘party in interest’ is the person(s) making the claim and any person(s) who might be required to take action on or against whom action might be taken in order to resolve the problem.
- e. ‘Association’ shall mean the group recognized by the Board as the exclusive representative of the Members of the Bargaining Unit.
- f. ‘Board’ shall mean the Board of Education of the White River School District 47-1.
- g. “Immediate supervisor” shall mean the principal of the building to which the member of the bargaining unit is assigned. If a member of the bargaining unit is assigned to multiple buildings, the Superintendent shall assign him/her to one principal on the first day of duty in a school year; such assignment to be made in writing.
- h. The term “days” when used in this policy shall, except where otherwise indicated, mean Calendar days, excluding Friday, Saturday, Sunday and school holidays”.

2. PURPOSE

- a. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting the conditions under which Members of the Bargaining Unit render their professional services.
- b. These procedures shall be kept as informal and confidential as may be appropriate at any level.
- c. Nothing herein as contained shall be construed as limiting the right of any Member of the Bargaining Unit having a grievance to discuss the matter informally with any appropriate member of the administration or with any appropriate representative of the Association-at any time.
- d. Any Member or Members of the Bargaining Unit shall have the right at any time to present any grievance to such persons and through such channels as are designated for that purpose.

3. TIME LIMITS

- a. The time limits specified may be extended by the mutual agreement of both parties in writing.
- b. In the event a grievance is filed at such time that it cannot be processed through all steps in this procedure by the end of the school year, the time limits specified may, be reduced by the mutual agreement of both parties in writing.

4 INFORMAL PROCEDURE

- a. If a Member of the Bargaining Unit feels that s/he has a grievance, s/he will first discuss the matter with his/her immediate supervisor-in an effort to resolve the problem informally.

5 FORMAL PROCEDURE

- a. **Level One--Immediate Supervisor**
Whenever any Member or Members of the Bargaining Unit have a grievance, s/he or they shall meet with the immediate supervisor of the Member of the Bargaining Unit within fifteen (15) days after the alleged violation. The immediate supervisor shall set a meeting date as soon as possible; but, in any event, no later than seven (7) working days after the grievance has been filed. Within seven (7) working days after the meeting, the immediate supervisor shall give a written disposition of the matter to the Member of the Bargaining Unit and deliver a copy to the Superintendent and the Association.
- b. **Level Two--Superintendent of Schools**
The Member of the Bargaining Unit may appeal the disposition made at Level One to the Superintendent or his/her official designee within seven (7) working days of the immediate supervisor's written disposition of the grievance. The Superintendent shall arrange with the Member of the Bargaining Unit for a meeting to occur as soon as possible, but not later than seven (7) working days following the referral. The Member of the Bargaining Unit and the Association shall be provided with the Superintendent's written response, including the reasons for the decision within seven (7) working days.
- c. **Level Three--Board of Education**
Within seven (7) working days after receipt of the above disposition, the Member of the Bargaining Unit may, if the grievance remains unresolved, appeal to the Board. The Board shall hold a formal hearing within ten (10) working days or at its next regularly scheduled meeting, whichever comes soonest, and provide a written disposition of the matter to the Member or Members of the Bargaining Unit within seven (7) working days after the hearing.
- d. **Level Four--Arbitration by Department of Labor and Regulation.**
The Member of the Bargaining Unit may, if the grievance remains unresolved after the Board hearing, appeal in writing on forms prescribed by the Division and

the Division shall conduct a formal hearing and issue a binding order covering the point raised.

6 MISCELLANEOUS

- a. Decisions rendered at all levels of the formal grievance procedure shall be in writing setting forth the decision and reasons therefore.
- b. All documents, communications, and records dealing with the proceedings of the grievance, shall be filed separately from the personnel file of the grievant. All such documents, communications, and records shall be held for at least 5 years.
- c. Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent and made available through the Principals & the Association in a manner that does not require that they be specifically requested.
- d. The sole remedy available to Member(s) of the Bargaining Unit for any alleged breach of the agreement or any alleged violation of his/her rights hereunder shall be pursuant to the foregoing grievance and arbitration procedures, provided however, that nothing contained therein shall deprive any Member of the Bargaining Unit, Administrators, or Board of any legal rights.
- e. Time Limits: If the Members of the Bargaining Unit fail to appeal within the time limits established, the grievance shall be considered void. Likewise, if the employer fails to respond within the time limits, the grievance shall be advanced to the next level.
- f. Class Grievance: Class grievance involving one or more Members of the Bargaining Unit or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Association.
- g. All parties in interest may be represented at all levels of the formal grievance procedure by persons of their own choosing.
- h. When a teacher is not represented by the Association, the Association may have a representative present to state its views at all stages of the procedure
- i. A committee composed of two Members of the Bargaining Unit, appointed by its President, and two school administrators, appointed by the Board, shall develop the forms for this policy.
- j. Days shall be counted in the following manner. The day an event occurs is not counted as day one, the following day is day one. So, if a grievance is filed on Tuesday, then Wednesday is day one of the 15 days.
- k. No Reprisals Clause: No reprisals shall be taken by the Board or the Administration against any Member of the Bargaining Unit because of the Member of the Bargaining Unit's participation in a grievance.

FORMAL GRIEVANCE FORM
Approved by joint committee February 28, 2012

To be filed within fifteen (15) days after the alleged violation

Aggrieved Person(s) _____

Date Filed _____ School _____

1. Date grievance occurred: _____

2. Statement of grievance (please specify the policy, rule or regulation of the Board and how it has been violated, misinterpreted, or inequitable application)

3. Action requested or relief sought:

Attach additional sheet(s) if needed (number of sheets attached____).

Signature of Aggrieved
or primary representative

Date

(To be filed in a grievance file separate from personnel file of aggrieved.)

FORMAL GRIEVANCE FORM
Approved by joint committee February 28, 2012

LEVEL I

1. Date grievance received: _____

2. Meeting date set for _____
must be within 7 working days from receipt

3. Decision of the principal or immediate supervisor:
must be within 7 working days from meeting

Attach additional sheet(s) if needed (number of sheets attached____).

Signature of principal or supervisor

Date

3. Aggrieved person's response (check one)
must be within 7 working days from receipt of principal or supervisor's decision

☐ I accept the above decision

☐ I hereby refer the above decision to next step of the grievance procedure.

Signature of Aggrieved
or primary representative

Date

(To be filed in a grievance file separate from personnel file of aggrieved.)

FORMAL GRIEVANCE FORM
Approved by joint committee February 28, 2012

LEVEL II

1. Date received by superintendent or designee: _____
2. Meeting date set for _____
must be within 7 working days from receipt of principal or supervisor's decision
3. Decision of superintendent or designee:
must be within 7 working days from receipt

Attach additional sheet(s) if needed (number of sheets attached ____).

Signature of superintendent
or designee

Date

3. Aggrieved person's response (check one)
Must be within 7 working days from receipt of superintendent/designee's decision

☐ I accept the above decision

☐ I hereby refer the above decision to next step of the grievance procedure.

Signature of Aggrieved
or primary representative

Date

(To be filed in a grievance file separate from personnel file of aggrieved.)

FORMAL GRIEVANCE FORM
Approved by joint committee February 28, 2012

LEVEL III

1. Date received by Board of Education:

2. Date set for hearing by Board of Education:

Must be within 10 working days of receiving appeal, or at the next regular school board meeting, which ever is sooner.

3. Decision of Board of Education:

Must be within 7 working days of the board hearing.

Signature of president of the board
Or designee

Date

(To be filed in a grievance file separate from personnel file of aggrieved.)

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The Member of the Bargaining Unit may, if the grievance remains unresolved after the Board hearing, appeal in writing on forms prescribed by the Division and the Division shall conduct a formal hearing and issue a binding order covering the point raised.

Article VII – Effects of the Agreement

Complete Understanding: The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

Individual Contracts: The terms and conditions of this Agreement shall be reflected in individual contracts or employment agreements.

Savings Clause: Should any article, section, or clause of this Agreement be declared illegal in a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

Terms of Agreement: The provisions of this agreement shall be effective as of July 1, 2017 and shall remain in full force and effect as binding on the parties until July 1, 2018. If a new and substitute agreement has not been duly entered into prior to July 1, 2018, the terms of this agreement shall continue in full force until such substitute agreement is adopted, which then shall be fully retroactive to July 1, 2018.

This agreement was ratified on _____.

In witness thereof:
For the White River ESP

For the School Board
White River School District 47-1

WR-ESP President

President, Board of Education

